

Agreement

by and between the

Teamsters Local #916

and the

**Illinois Departments of Central Management Services,
Transportation and Natural Resources**

July 1, 2004

to

June 30, 2008

Table of Contents

Article I	
Recognition	5
Article II	
Union Rights	6-8
Article III	
Management Rights	8
Article IV	
Union/Management Meetings	9
Article V	
Employer/Employee Relations	9-10
Discrimination	9
Work Rules and Policies	9
Notification	10
Bulletin Boards	10
Employee Orientation	10
Printing of this Agreement	10
Article VI	
Hours of Work	11-12
Limitation	11
Definition	11
Work Schedules	11
Rest Period	11
Meal Period	11
4-Day Workweek	12
Article VII	
Overtime	12-15
Overtime Assignments	12
Overtime Payments	13
Payment	13
Travel for Field Assignments	14
Call Back	15
Holiday Work	15

Article VIII	
Sick Leave	15-16
Service Connected	16
Article IX	
Vacation and Personal Business	16-19
Vacation and Personal Business	16
Vacation Payment	17
Leave for Personal Business	19
Maternity/Paternity Leave	19
Union Leave	19
Article X	
Layoff	20-23
Purpose	20
Notice	20
Procedure	21
Options for Laid Off Employees	20
Recall	22
Salary Upon Recall	23
Article XI	
Discipline	23-24
Article XII	
Grievance Procedure	24-31
Article XIII	
Job Posting and Interviews	31
Job Posting	31
Interviews	31
Article XIV	
Promotion	32
Article XV	
Seniority	33
Article XVI	
Evaluations	33
Article XVII	
Personnel Files	34
Article XVIII	
Equipment and Tools	34
Article XIX	
Examinations	34-35

Professional Examination	34
Medical Examinations	35
Article XX	
Drug Testing	35-36
Article XXI	
Indemnification	36-37
Article XXII	
Insurance	37-38
Article XXIII	
Wages	39-41
Shift Differential	40
Temporary Assignment	40
Pension Contribution	40
Article XXIV	
Term of Agreement	42
Appendix A	43
Inclusion/Exclusion – Side Letter	44
Recognition - Side Letter	45
Stand-By - Side Letter	46

AGREEMENT
BETWEEN THE DEPARTMENTS OF TRANSPORTATION, NATURAL
RESOURCES AND
CENTRAL MANAGEMENT SERVICES, STATE OF ILLINOIS
AND GENERAL TEAMSTERS PROFESSIONAL/TECHNICAL LOCAL
#916

ARTICLE I

RECOGNITION

- Section 1. This Agreement has been made and entered into by and between the Department of Transportation, Natural Resources and Central Management Services, State of Illinois, hereinafter referred to as "Employer", and General Teamsters Professional/Technical Local #916, hereinafter referred to as "Union", for the purposes of establishing collective bargaining relations covered by this Agreement.
- Section 2. The "Union" has been duly recognized by the Employer as the exclusive bargaining agent for the professional and paraprofessional employees of the Departments of Transportation and Natural Resources, hereinafter referred to as "Technical Employees", whose classifications are listed in Appendix A. This Agreement excludes managerial, supervisory, confidential, temporary, emergency, and per diem positions. A probationary employee, an employee during an original six month probationary period, has no right to use the grievance procedure in the event of discharge or demotion.
- Section 3. The Employer agrees to notify the Union within 10 days of implementation of any changes, additions or deletions in classifications covered by this Agreement. If the Union disagrees with the Employer's decision, it may appeal such decision to the Illinois State Labor Relations Board.

ARTICLE II

UNION RIGHTS

Section 1. Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee hearings, State or International conventions, provided such representatives shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. The employee may utilize any accumulated time (holiday, personal, vacation days) in lieu of taking such without pay.

Section 2. Such time off shall not be cause for discontinuity in the employee's continuous service nor shall it be detrimental in any way to the employee's record.

Section 3. Fair Share Agreement

Pursuant to Section 3(g) of the Illinois Labor Relations Act effective July 1, 1984, the parties agree that effective July 1, 1988, if Teamsters Local #916, Professional and Technical bargaining unit, has a majority of union members, fair share payments shall be deducted from the earnings of non-members.

If a majority of a union membership does not exist, the Union may request that an election of bargaining unit employees be conducted to determine whether or not a fair share provision shall be applied to non-union members. If it is determined by the election procedure that a majority of bargaining unit employees who vote favor the fair share provision, such fair share provision shall be implemented following the certification of the election results.

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken or not taken by the Employer in complying with this Article.

Section 4. Absent the implementation of fair share provisions in Section 3 above, the Union shall be allowed one (1) hour each contract year for the purpose of orientation. Employees shall be allowed to attend these sessions without loss of pay. The Union shall give the Employer 30 days of advance notice prior to any orientation. Such scheduling shall be subject to the operating needs of the Employer. The Employer agrees to make available adequate space for orientations, unless to do so would interfere with the operating needs of the Employer or cause additional cost or undue inconvenience to the Employer.

Section 5. The Employer agrees to deduct from the pay of all those employees, who individually request it, D.R.I.V.E. contribution deductions which shall be remitted to the Union.

Section 6. The Employer recognizes the integrity of the bargaining unit, and will not take any action which is solely directed at eroding it. The Employer will attempt to assign bargaining unit work to bargaining employees.

Section 7. Check-Off

Payroll deductions shall be made and remitted to the Union (at the address designated by the Union) in accordance with the laws of the State of Illinois and rules promulgated from time to time by the Office of the State Comptroller. The Union shall advise the Employer of any increases in dues and initiation fees in writing at least sixty (60) days prior to the effective date.

No later than July 1, 2005, when an

employee has authorized payroll deductions for Union membership, the wage stub will state "union dues" and the amount of deduction. If the employee has not authorized payroll deductions for union membership, the wage stub will state "non mbr fees" and the amount of deduction.

Any time an authorized deduction would otherwise be discontinued without the employee's specific authorization, the Employer shall notify the employee and shall provide the employee with the necessary cards and/or forms needed to continue said deduction.

ARTICLE III

MANAGEMENT RIGHTS

Section 1. Subject to the provisions of this Agreement and P.A. 83-1012, the management of the operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its working forces, including but not limited to, the right to hire, promote, demote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per workweek, if any; to establish and change work schedules and assignments, the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work and to maintain efficiency in the department is vested exclusively in the Employer.

ARTICLE IV

UNION/MANAGEMENT MEETINGS

Section 1. The appropriate representative of the Employer, i.e., District Engineer, Director, or their designee will meet with the President of the local division and/or his designee at a mutually agreed upon time and place on a periodic basis (monthly or as otherwise agreed) to consider and discuss items of interest to either party. If the subject matter warrants additional participants, these representatives may so mutually agree. Agenda items should be submitted by the party requesting the meeting. It is understood by the parties that active grievances will not be discussed at these meetings.

ARTICLE V

EMPLOYER/EMPLOYEE RELATIONS

Section 1. Discrimination

The parties agree that their respective policies will not violate the rights of any employees covered by this agreement because of race, age, sex, creed, religion, color, national origin, physical or mental disability, political affiliation and/or beliefs, union or non-union affiliation. The parties further agree to comply with all applicable laws and regulations regarding non-discrimination and equal employment opportunity.

Section 2. Work Rules and Policies

Work rules are defined as rules promulgated by the Employer at its discretion which regulate the personal conduct of the employees. The Employer shall make available copies of all current work rules upon request. Newly established work rules or amendments to existing work rules shall be reduced to

writing and furnished to the Union at least seven (7) calendar days prior to the effective date of the rule. The Employer agrees to notify the Union as to changes in policies relating to wages, hours, and conditions of employment ten (10) work days prior to their implementation if possible.

Section 3. Notification

The Employer agrees to provide on a monthly basis a listing of payroll transactions affecting employees covered by this Agreement, which would include new hires, terminations, promotions and transfers in and out of the bargaining unit.

Section 4. Bulletin Boards

The Employer agrees to provide one (1) bulletin board in each district office and two (2) bulletin boards at the central office and other locations mutually agreed upon. The purpose of the bulletin boards will be for general Union information but shall not contain any material that is defamatory, partisan or political in nature, and management reserves the right to remove such material.

Section 5. Employee Orientation

The Union shall be allowed, on the day of IDOT orientation to conduct Union orientation for all new hires covered by this agreement. Said orientation will be on the Employer's premises and on paid time.

Section 6. Printing of this Agreement

The Union shall have this contract printed and the Employer shall distribute a copy to members of the bargaining unit. The Employer shall receive extra copies as they may require.

ARTICLE VI

HOURS OF WORK

Section 1. Limitation

This Article shall not be construed as a guarantee or limitation on the number of hours per day or days per week.

Section 2. Definition

A permanent full-time employee's workweek is defined as a regularly reoccurring period of 168 hours consisting of 7 consecutive 24-hour periods. An employee's normal workweek shall consist of not more than 40 hours, nor less than 37 1/2 hours. The normal workweek shall consist of 5 consecutive days of work followed by 2 consecutive days off.

Section 3. Work Schedules

When changes in permanent schedules affecting bargaining unit employees are made by the employer, the employer shall notify the Union, who upon timely request, will hold discussions concerning such changes with the Department's Labor Relations Office.

Section 4. Rest Period

Normally, employees shall be entitled to a 15 minute paid rest period at approximately midway during both the first and second half of the shift. Rest periods shall be granted except during operational emergencies or when the job is of such a nature that an employee's continued presence at his work station is necessary and essential.

Section 5. Meal Period

Normally, employees shall receive a meal period of not less than 30 but not more than 60 consecutive minutes approximately

midway during the workday, except during operational emergencies or when the job is of such a nature that an employee's continued presence at his work station is necessary and essential. Employees who are required to work during their regularly scheduled meal period, shall have such time compensated.

Section 6. 4-Day Workweek

When in the judgment of the employer, efficiency and economy can best be served by doing so, the agency may institute a workweek of four consecutive workdays of relative equal length on selected operations. Employees who normally work 40 hours per week shall have a workweek of four consecutive ten-hour days. Employees who normally work 37.5 hours per week shall have a workweek of four consecutive days consisting of 9.5, 9.5, 9.5 and 9.0 hours. Weeks in which a holiday falls, will revert to 7.5 or 8 hour work days, whichever is applicable. The Union will be notified and have the opportunity to discuss such change. Any sick leave, vacation, personal leave, holidays or other time taken off shall be earned or accumulated on the basis of the normal 7 1/2 or 8 hour workday.

ARTICLE VII

OVERTIME

Section 1. Overtime Assignments

Where practicable, the Employer will attempt to schedule overtime in advance. In determining what employees will be assigned overtime, the Employer agrees to take into consideration the type of work to be performed, the job assignments of the day, the type of classification that normally performs the work, and any other appropriate operational factor.

Section 2. Overtime Payments

- a. Overtime hours shall be paid at the rate of one and one-half (1 1/2) times the employee's base rate of pay. Overtime is defined as all hours worked in excess of the employee's normal work schedule. The time and one-half (1 1/2) rate shall be determined by computing the employee's hourly rate and multiplying 1.5 times the number of overtime hours. The hourly rate should be based on a 2088 hour work year. If compensatory time is granted for overtime hours instead of cash payment, the compensatory time off shall be computed on a time and one-half (1 1/2) rate.
- b. Employees who work a normal Monday-Friday work schedule shall receive double time if required to work on Sunday. Employees having an "other than normal" work schedule shall receive double time if required to work on the seventh day of their schedule.
- c. Permanent part-time employees will earn overtime rate after they have exceeded the normal permanent full-time workweek.

Section 3. Payment

Compensation for overtime work may be in the form of either cash or compensatory time off at the Employer's discretion. The employee may request cash payment or compensatory time and budgetary restraints and/or operational need will be considered in the decision. An employee may, however, request to accrue compensatory time in lieu of cash. The employee shall make his/her request known to the Employer no later than the end of the work week in which the overtime was earned. If such request is granted, the Employer reserves the right to limit the amount of compensatory time an employee may carry as a balance.

If compensatory time off is granted, it shall be taken within the fiscal year it

was earned and be scheduled at the convenience of the agency with due consideration of the employee's preference. However, the employer reserves the right to schedule compensatory time off at a time consistent with the operating needs of the employer. Accrued compensatory time not used by the end of the fiscal year in which it was earned shall be liquidated and paid in cash at the rate it was earned. Notwithstanding the above, employees who schedule compensatory time off by April 1st of the fiscal year shall be allowed to use such time through August 1st of the following fiscal year.

Section 4. Travel for Field Assignments

- a. For field assignments whose location is less than 50 miles, travel time in excess of 30 minutes each direction will be considered work time.

For field assignments whose location is greater than 50 miles from the employee's home or headquarters, whichever is less, the Department will authorize the employee to stay out at state expense, with expenses determined by appropriate policy and Travel Control Board rules. For field assignments that exceed 50 miles, travel time in excess of 30 minutes each direction will be considered work time on the first and last day of the work week for which the field assignment is made.

If the employee elects not to stay out at State expense, for field assignments greater than 50 miles, it is understood that such travel shall not be considered work time.

- b. Time spent in training, if approved by the employer, shall be considered as time worked. Travel time, except the normal 30-minute deductions, to and from approved training sessions shall be considered time worked and paid at the appropriate rate.

Section 5. Call Back

If an employee is called back and reports to their respective operations area and works, such employee will be paid a minimum of three (3) hours of pay at the applicable rate.

Section 6. Holiday Work

Two times the employee's regular rate of pay, in addition to Holiday pay, shall be paid for all hours worked by an employee on an official State holiday or other days designated as Holidays unless the employee is regularly scheduled to work on that day as part of a regularly reoccurring schedule.

ARTICLE VIII

SICK LEAVE

Section 1. Sick leave may be used when a member of the employee's immediate family or household is afflicted with a serious illness, disability, injury, or when death occurs. The immediate family is defined as a group of individuals living under one roof having one head of the family; usually, but not always, having a common ancestry; and such members of the employee's family as his/her grandparents, father, mother, brother, sister, son, daughter, spouse, and grandchildren. The definition also recognizes adoptive relationships and includes in-laws and other financially dependent persons who are living under one roof with the head of household. Sick leave may also be used in the event of death of grandrelations, parent-in-laws, child-in-laws, and brother and sister-in-laws.

Section 2. Sick leave may be initially taken in increments of not less than one hour at a time and in one-half hour increments thereafter.

Section 3. When individual situations so warrant, if

the employer suspects that sick leave is being used for purposes other than those set forth above, the employee may be placed upon immediate medical documentation without counseling based upon that individual's situation.

Section 4. Effective January, 1996, an employee shall be awarded one additional personal day on January 1st of each calendar year if no sick time was used in the preceding twelve (12) month period, beginning on January 1st and ending on December 31st. Such additional personal day shall be liquidated in accordance with Article 9, Section 3.

Section 5. Service-Connected Injury and Illness

An employee who suffer an on-the-job injury or who contracts a service-connected disease, shall be allowed full pay during the first calendar week without utilization of any accumulated sick leave or other benefits. Thereafter, the employee shall be permitted to utilize accumulated sick leave. Employees whose compensable service-connected injury or illness requires appointments with a doctor, dentist, or other professional medical practitioner shall, with supervisor approval, be allowed to go to such appointments without loss of pay and without utilization of sick leave. In the event such service-connected injury or illness becomes the subject of an award by the Industrial Commission, the employee shall restore to the State the dollar equivalent which duplicates payment received as sick leave day, and the employee's sick leave account shall be credited with the number of sick leave days used.

ARTICLE IX

VACATION AND PERSONAL BUSINESS

Section 1. Vacation Scheduling

Subject to the Employer's operating needs,

written vacation requests submitted by January 1 of each year shall be scheduled by seniority. Subject to the Employer's operating needs, all other vacation requests shall be scheduled in the order of request. In any event, upon request, vacation must be scheduled so that it may be taken no later than 24 months after expiration of the calendar year in which such vacation was earned. If an employee does not request and take accrued vacation within such 24-month period, vacation earned during such calendar year shall be lost. The Employer, unless operating needs dictate otherwise, shall not change an employee's vacation once it has been approved. Vacation time may be taken in increments of not less than one-half (1/2) day at a time and anytime after it is earned. Supervisors may however, grant employee requests to use vacation time in smaller increments of one-half (1/2) hour after a minimum use of one (1) hour.

Section 2. Vacation Payment

If, because of operating needs, the Employer cannot grant an employee's request for vacation time within the 24-month period after the expiration of the calendar year such time was earned, such vacation time shall be liquidated in cash at straight time provided the employee has made at least three (3) separate requests, with at least 15 days between each request, for such time within the calendar year preceding liquidation.

No salary payment shall be made in lieu of vacation earned but not taken except as provided in this Section and on termination of employment for eligible employees with at least six (6) months of continuous service in which case the effective date of termination shall not be extended by the number of days represented by said salary payment.

After an employee's earned vacation time has been computed, if there remains a fractional balance of one-half (5/10) of a

workday or less, the employee shall be deemed to have earned vacation time of one-half (5/10) of a workday, in lieu of the fractional balance; if there remains a fractional balance of more than one-half (5/10) of a workday, the employee shall be deemed to have earned a full workday of vacation time in lieu of a fractional balance.

Such rounding off of fractional balances shall only be done upon an employee's request for vacation days in increments of five (5) or more. However, no employee shall accumulate more than one (1) day per calendar year by rounding off under this Section.

Section 3. Leave for Personal Business

All employees, excepting those in emergency, per diem or temporary status, shall be permitted three (3) personal business days off each calendar year with pay. Such personal days may be used for such occurrences as observance of religious holidays, Christmas shopping, absence due to severe weather conditions, or for other similar personal reasons, but shall not be used to extend a holiday or annual leave except as permitted in advance by the operating agency through prior written approval. Employees entitled to receive such leave who enter service during the year shall be given credit for such leave at the rate of 1/2 day for each two (2) months service for the calendar year in which hired. Such personal leave may be initially used in increments of one (1) hour at a time and 1/2 hour increments thereafter. Except for emergencies which preclude the making of prior arrangements, such days off shall be scheduled sufficiently in advance to be consistent with operating needs of the Employer.

Personal leave shall not accumulate from calendar year to calendar year; nor shall any employee be entitled to payment for unused personal leave upon separation from

the service except as provided by law and/or Personnel Rule.

Section 4. Maternity/Paternity Leave

Effective July 1, 2004, all female bargaining unit members who show proof that they have received prenatal care in the first 20 weeks will be eligible for four (4) weeks (20 work days) paid maternity leave. Such proof shall be provided to the employer no later than the 24th week of pregnancy. All male bargaining unit members who show proof that their spouses have received prenatal care in the first twenty weeks, with notification to the Employer within 24 weeks, will be eligible for three (3) weeks (15 work days) of paid paternity leave. The State shall require proof of the birth and marriage for a non-covered spouse. Maternity and/or paternity leave shall be limited to one (1) leave per family for each birth.

All bargaining unit members are eligible for three (3) weeks (15 days) of paid leave with a new adoption, with the leave to commence when physical custody of the child has been granted to the member, provided that the member can show that the formal adoption process is underway. The agency personnel office must be notified and the member must submit proof that the adoption has been initiated. Adoption leave shall be limited to one (1) leave per family per year.

Section 5. Union Leave

Subject to operating needs of the Employer, a Union member elected or appointed to serve as a Union official shall be granted a leave of absence without discrimination or loss of seniority rights, without pay for a period of twelve months. Any renewal of such leave shall be at the request of the local union for a period of no more than twelve months and shall be subject to the same standards as the original request, the duration of such leave may be increased or decreased by mutual agreement of both parties.

ARTICLE X

LAYOFF

Section 1. Purpose

Layoffs may be implemented when the Employer, at its sole discretion, determines that one of the following situations requires them:

- a. Lack of work
- b. Lack of funds
- c. Material reorganization

Section 2. Notice

In the event the Employer becomes aware of an impending reduction in work force, the Union shall be notified at least thirty (30) days in advance of the expected date layoffs are to take place, unless circumstances do not allow such advance notice. In any event, notice of layoff shall be given to the employees affected at least ten (10) working days prior to the effective date whenever possible. Such notice shall be given in writing and served on the employee in person or by Certified Mail to the last home address appearing in the employee's personnel file.

Section 3. Procedure

- A. Layoffs shall be accomplished by appropriate organizational unit which shall be defined as Sections within District Bureaus and Units within Central Bureaus.
- B. Layoff shall be by position title as determined by the Employer within the organizational unit.
- C. Employees shall be laid off in accordance with their performance ranking and their relative possession of special skills and abilities compatible with functions continued.

- D. When performance, skills and abilities are relatively equal, employees shall be laid off in inverse order of length of continuous service with the department.
- E. No permanent employees shall be laid off until all temporary, hourly, and part-time technical employees in the position title in the organizational unit are terminated.

Section 4. Options for Laid Off Employees

Upon receipt of notice of layoff, any employee may, within ten (10) working days thereafter, notify the Employer of their desire to elect one or more of the following options:

- A. Voluntary Reduction. The affected employee may request to reduce in lieu of layoff to a permanent vacancy in the next lower classification in the same class series within the organizational unit or to a lower classification in which the employee had previously obtained permanent status. For the purpose of this Article, a vacancy is defined as a permanent vacancy which the Employer intends to fill by hiring from outside the department.
 - 1. Should the employee be offered a voluntary reduction to a vacancy at the next lower level within the organizational unit, and the employee refuses to accept such position within ten (10) working days of the offer, the employee shall forfeit all further eligibility for voluntary reduction.
 - 2. If the employee does voluntarily reduce in lieu of layoff, he/she shall receive his/her current rate of pay except that if such rate of pay is higher than the maximum rate of pay for the class to which the

employee is reduced, his/her pay rate shall be reduced to the maximum rate for the new class.

3. Upon voluntary reduction in lieu of layoff, the employee shall be granted permanent status in the classification to which reduced.

B. Transfer. Employees may submit requests for transfers to any vacancy within the same job rate or pay range within the department.

C. Layoff. An employee notified of layoff who, within ten (10) working days, fails to secure a position under the options in A or B above shall be laid off and removed from payroll status.

Section 5. Recall

Each permanent employee laid off will be placed for three years from the date of layoff on a Recall List maintained by the Central Bureau of Personnel Management. Recall lists shall be established by title and organizational unit. Individuals laid off will be automatically placed on the Recall List for the title and organizational unit in which they were employed on the date of layoff. Employees will additionally be entitled to apply for placement on Recall Lists for any other equal or lower title for which they qualify, and for any other three organizational units they desire. Recall lists shall be provided to the Union as requested, but not more often than once a month.

Employees shall be removed from the Recall List for the following reasons:

1. Acceptance of a position.
2. A request from the employee that his/her name be removed.
3. Failure when contacted at the address

last given by the employee to respond to a recall.

4. Failure to accept two position offers equal to the position from which laid off.
5. Failure to report to work within five (5) working days after notification to return.
6. Passage of three years from the date of placement on the list. Employees on the Recall List shall be recalled in reverse order of their layoff, such as, last laid off, first recalled.

Section 6. Salary Upon Recall

When an employee is returned to active status as a result of the recall procedure, the person shall be paid the same salary at which he/she was being paid at the time of his/her layoff plus an increase equal to the percentage increase of the midpoint of the applicable salary range. In no case shall the salary exceed the top of the pay range for the classification being filled.

ARTICLE XI

DISCIPLINE

Section 1. The Employer agrees to the tenants of progressive and corrective discipline. Disciplinary action shall include the following:

- a. Oral Reprimand
- b. Written Reprimand
- c. Suspension
- d. Discharge

Disciplinary action may be imposed on an employee only for just cause. The requirement to utilize corrective and

progressive discipline shall not preclude the Employer from imposing a suspension or discharge when warranted.

Section 2. For discipline other than oral or written reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall meet with the employee involved and inform him/her of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested.

Section 3. Any written reprimand imposed for tardiness and absenteeism shall be removed from all records when more than 12 months have elapsed since the employee was last warned or disciplined for such an offense.

Any written reprimand for any other infraction shall be removed from all records when more than 12 months have elapsed since the employee was last warned for such an offense.

The 12 month period shall be equally extended by any leave of absence or suspension. Such removal shall be upon the request of the employee, but in any case, shall not be used against the employee.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute, difference or complaint raised by the Union, by an employee, or by a group of employees covered by this agreement

involving the meaning, interpretation or application of the expressed provisions of this agreement, specifically including discipline and discharge for cause.

Section 2. Grievances arising after the effective date of the signing of this agreement shall be raised, discussed, and taken up in accordance with the following procedure:

Step 1: The employee or the Union shall orally raise the grievance with the employee's immediate supervisor outside the bargaining unit. All grievances must be presented not later than seven (7) working days from the date the grievant became aware of the occurrence giving rise to the complaint. The supervisor shall have three (3) working days in which to respond to the grievance.

Step 2: If the grievance is not resolved in Step 1 or an answer is not given within the time specified, the grievance shall be reduced to writing on a standard grievance form provided by the Employer for such purpose stating the facts of the complaint, the section(s) of the agreement allegedly violated, if applicable, and the relief requested and dated and signed by the employee, or by the union representative. Such written grievance shall be presented (or mailed by Certified Mail, Return Receipt Requested) to the intermediate supervisor, district engineer, or facility head or his/her designee within five (5) working days of the supervisor's Step 1 response or the day such reply was due, whichever occurs first. The designated management official will have five (5) working days in which to respond to the grievance, except that a meeting may be held to review the grievance at this step and shall be at a time when the Union is available to attend. The designated management official shall have five (5) working days from the date of the meeting to respond to the grievance in the event a meeting is held.

Step 3: If the grievance is not satisfactorily resolved in Step 2 or an answer is not given in the time specified, the employee or the union representative may, within five (5) working days of the Step 2 answer or after such answer was due, whichever occurs first, request a review by the agency head or his designee. Within fifteen (15) working days of the mutually scheduled hearing date or if no hearing is held, the agency head or his designee shall render a written decision on the grievance.

Step 4: Union-Employer Grievance Committee Meeting

4(A): If the grievance is not adjusted in Step 3, or no answer is given within the time specified, the Union may request by written notice to the Department of Central Management Services, Division of Labor Relations, within ten (10) working days after Step 3 answer, or after such answer was due, whichever occurs first, a Union-Employer grievance committee meeting.

This committee shall consist of 3 members from the Union and 3 members from the Employer. Representatives from each party shall be those individuals having direct involvement in the grievance. The committee shall meet every other month to hear the grievance(s) which have been appealed to Step 4(A) at a time and place of mutual convenience. Less frequent meetings may occur by mutual agreement of the parties. At such meeting, either party may be granted no more than one (1) request to hold the presentation of any grievance appealed to Step 4a. If the grievance is not presented to the Committee at the next 4a meeting, it shall be considered either granted or withdrawn. Within five (5) working days of the 4a meeting, the Union may decide that the grievance(s) raises a substantial issue which should be submitted to an independent arbitrator in accordance with

the procedure set forth in Step 4(B) below.

(B) Arbitration

If, in accordance with the above procedure, the grievance(s) is appealed to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator, from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after the meeting in Step 4(A), the parties shall request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

(C) Arbitration Procedures

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is

arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The arbitrator shall only have authority to determine compliance or non-compliance with the provisions of this Agreement and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the fact of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The expenses and fees of the arbitrator and the cost of the hearing room shall be paid by the losing party. In cases of split decision the arbitrator shall determine what portion each party shall be billed for expenses and fees.

Nothing in this article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of the agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of its copy.

Section 3. In discussions or meetings with the Employer in the grievance procedure, except Section 2 Step 4(A), the employee shall be entitled to be present, without loss of pay, and may be accompanied or represented by the exclusive bargaining agent or their representative.

Section 4. (A) Grievances not appealed within the designated time limits will be treated as a withdrawn grievance.

(B) Grievances may be withdrawn at any step of the grievance procedure without prejudice.

(C) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

(D) Grievances concerning suspension of 30 days or less of an employee may be initiated at Step 2 of the grievance procedure.

(E) Grievances concerning suspension of more than 30 days and/or discharge of an employee shall be initiated at Step 3 of the grievance procedure.

(F) If the grievant has filed an appeal under the Department of Transportation's Technical Grievance Procedure or with the Civil Service Commission over a subject matter similar to the employee's grievance filed under the collective bargaining agreement, the parties agree that the grievance procedure contained herein will not be applicable.

Section 5. Authorized business agents or officers of Local 916 shall have reasonable access to all the facilities of the Employer for the purpose of investigating grievances, attending grievance hearings, and for other reasons related to the administration of this agreement. Such authorized personnel of the Union shall notify the appropriate supervisor upon arrival. Such visitations shall not interfere with the operations of the Employer.

Section 6. A matter may be raised at any level of the grievance procedure upon mutual consent of the parties.

Section 7. Stewards or alternates shall be permitted reasonable time at the beginning and end of the workday to investigate established grievances on the Employer's property without loss of pay. Employees and stewards, if requested by the employee, shall be allowed reasonable time during regular working hours to present and process employee grievances; however, whenever possible this shall be done at the beginning and end of the workday or, in any event, when it will not interfere with operations of the Employer. Stewards shall be permitted reasonable time at the beginning and end of the workday to present and process grievances initiated by the Union. Any reasonable time so allowed by this Agreement or required by the Employer shall be considered regular work time if such falls within the employee's regular working hours. The Employer shall not be obligated for any compensation to employees or stewards for any time spent in the handling of employee or union grievances which falls outside the employee's or steward's regular work schedule.

No employee or union division representative shall leave his/her work to investigate, file or process grievances, without first notifying and receiving approval from his/her supervisor or designee.

The Union Division Representatives at each District or Facility will be identified in writing by the Union to local management and the Agency Labor Relations Office. Any changes thereto, will also be made known within a reasonable time and fashion.

Section 8. Both parties shall have the right to examine documents which are reasonably available and substantially pertinent to the grievance under consideration.

ARTICLE XIII

JOB POSTING AND INTERVIEWS

Section 1. Job Posting

When interviews are opened, the Employer will post for 10 days in District Offices and Central Bureaus and will make a reasonable attempt to provide the same information to field offices.

Section 2. Interviews

Employees interviewing for a position within the Department shall be allowed to do so 4 times within a 12 month period without loss of pay. Approval to be released from work shall be subject to the operating needs of the Department. All employees covered by this Agreement shall be allowed to interview for permanent full-time positions.

ARTICLE XIV
PROMOTION

Section 1. Employees shall be advanced in title pursuant to the schedule below based upon satisfactory performance pursuant to the official evaluation form. With regard to permanent part-time positions, such promotions shall be prorated.

	<u>Minimum</u>	<u>Maximum</u>
CET to CE I	7 months	9 months
CE I to CE II	12 months	24 months
CE II to CE III	24 months	30 months
EE I to EE II	12 months	24 months
EE II to EE III	24 months	30 months
EA/TT to ET I/MT I	12 months	18 months
ET I to ET II	18 months	24 months
ET II to ET III	30 months	36 months
Photo I to II	18 months	24 months
Photo II to III	36 months	60 months
OCST to OCS I	7 months	9 months
OCS I to OCS II	12 months	18 months
Effective July 1, 2004		
TM I to TM II (BIP Only)	12 months	24 months
TM II to TM III (BIP Only)	24 months	30 months
Effective July 1, 2005:		
Geologist I to Geologist II	12 months	24 months
Geologist II to Geologist III	24 months	30 months
RS I to RS II	12 months	24 months
RS II to RS III	24 months	30 months

ARTICLE XV

SENIORITY

- Section 1. Seniority for the purposes of determining appropriate order of layoff and vacation scheduling shall consist of the employee's total uninterrupted period of service from the most recent date of hire to a position within the Department of Transportation or Natural Resources.
- Section 2. Seniority for all other purposes stated in the Agreement shall consist of the total length of the employee's continuous service since the most recent date of hire with all Agencies, Boards and Commissions under the jurisdiction of the Governor.
- Section 3. For the purpose of shift bidding, seniority shall be defined as the employee's most recent date of appointment into the organizational unit.

ARTICLE XVI

EVALUATIONS

- Section 1. The Department shall continue with usage of the statewide evaluation form. Such evaluation shall be completed not less than 30 days nor more than 90 days prior to the date of any merit increase and shall be completed by the employee's immediate supervisor and will become effective upon the review and approval of upper level management. The form shall only have the ratings of unsatisfactory, satisfactory and exceeds and shall be based on the current job description.

ARTICLE XVII

PERSONNEL FILES

Section 1. Employees shall have the right, upon advance reasonable request, to review the contents of their personnel file. Reasonable requests, as determined by the Employer, to copy documents in the personnel file shall be honored.

ARTICLE XVIII

EQUIPMENT AND TOOLS

Section 1. All equipment and tools necessary for the performance of tasks and work functions assigned to the employees shall be provided and maintained by the Employer. However, aircraft mechanics, who are required to provide all hand tools for performance of assigned tasks and work functions, shall receive a maximum of \$375.00 per year for replacement of broken tools. Reimbursement shall be subject to current operational procedures.

Section 2. First aid material and equipment shall be provided by the Employer at appropriate locations and the Employer shall make a reasonable effort to provide such at every field office. Should the Employer provide training in the techniques of first aid, such shall be made available to employees during working hours without loss of pay.

Section 3. Employees shall be issued Department identification cards as needed.

ARTICLE XIX

EXAMINATIONS

Section 1. Professional Examination

Where professional certification or license is required by the Department for

an employee's current bargaining unit position classification or for promotional opportunity within the Department, the employee shall be allowed a reasonable amount of time off without loss of pay during normal working hours for the purpose of taking the examination necessary to obtain such license.

Section 2. Medical Examinations

When the Employer requires an employee to submit to an examination by a physician designated by the Employer, the Employer shall pay the cost of such examination which shall be conducted during the working hours without loss of pay.

ARTICLE XX

DRUG AND ALCOHOL TESTING

Section 1. The Employer shall have the right to conduct a drug test on an employee if there is reasonable suspicion that the employee is under the influence of or using controlled substances.

Section 2. If, as a result of the investigation and/or pre-disciplinary hearing, just cause is present, discipline shall be imposed as follows:

ALCOHOL AND DRUGS

A positive alcohol test shall result in discharge for employees in safety sensitive positions. In those instances where an employee tests positive (.02 or above) while being tested at the beginning of his/her shift, or for employees in non-safety sensitive positions, the employee shall receive a 30-day suspension, mandatory enrollment in the employee assistance program and periodic random tests for one year from the effective date of the suspension. A second positive alcohol test will result in discharge.

A positive drug test which includes, but is not limited to, an adulterated sample will result in discharge.

Refusal to test will result in discharge.

Employees in safety sensitive positions shall be subject to random testing and if found to be positive shall be discharged.

Section 3. The Department fully supports the Employee Assistance Program and encourages employees who are using unauthorized controlled substances to seek the confidential services of the Employee Assistance Program at their work place. The Employee Assistance Program plays an important role by providing employees an opportunity to eliminate illegal drug use. Referrals can be made to appropriate treatment and rehabilitative facilities who will follow-up with individuals during their rehabilitation period to track their progress and encourage successful completion of the program.

Section 4. The parties recognize the Employer's obligation to comply with the United States Department of Transportation regulations regarding the drug and alcohol testing provisions for those employees who are required to possess a Commercial Driver's License during the course of their employment and shall abide by any modification to this agreement resulting from changes or additions to these regulations.

ARTICLE XXI

INDEMNIFICATION

Section 1. The parties agree that bargaining unit employees have the right to request representation and indemnification through the Illinois Attorney General's office in the event they are defendants in civil liability suits arising out of actions taken or not taken in the course of their employment as State employees. The Attorney General's office shall make the

decision to represent and indemnify such employees in accordance with existing statutory provisions and authorization contained therein.

ARTICLE XXII

INSURANCE

Section 1. During the term of this Agreement, the Employer shall continue in effect, and the employee shall enjoy the benefits, rights and obligations of the Group Insurance Health and Life Plan applicable to all Illinois State employees pursuant to the provisions of the State Employees Group Insurance Act of 1971 (Public Act 77-476) as amended by Public Act 90-65 and as amended or superseded and insurance plans from time to time negotiated thereunder.

Section 2. Health Maintenance Organizations

In accordance with the provisions of Federal law and the regulations thereunder, if applicable, the Employer shall make available the option of membership in qualified health maintenance organizations to employees and their eligible dependents who reside in the service area of qualified HMO's.

Section 3. Joint Labor/Management Advisory Committee on Health Care Benefits.

A joint committee on Health Insurance is established by the parties for the purposes of reviewing cost containment, plan administration and ancillary benefits.

With respect to cost containment the committee shall study other cost containment methods, including HMO or PPO development, and those methods previously discussed during the negotiation of this agreement, but not adopted. The committee may study quality control and financing of the program (i.e., self-insurance, minimum premium). It shall explore proposals that

do not reduce existing benefits, increase the amount that the employees must pay through higher premium payments, deductibles, or co-insurance, or reduce the access to or quality of services provided.

With respect to plan administration, the committee shall study the problems of challenges and demands on claims; charges made by providers in excess of the usual and customary fees; carrier unresponsiveness; and quality control maintenance.

With regard to ancillary benefits the joint committee shall investigate available delivery systems together with their attendant costs, specifically including the feasibility of providing dental benefits.

Section 4. Dispute Resolution

Disputes over claims that are not resolved at the group insurance representative level may be appealed to the DCMS Appeal Committee. For any appeal by a bargaining unit employee, a designated union representative shall be a member of the Committee. The Union shall provide the employer with prior notification of the union representative who shall serve as a member of the Committee.

Section 5. In the event the Director of Central Management Services negotiates an agreement for employees under its jurisdiction and contract with other employee representatives to discontinue participation by that unit in the Group Insurance Health and Life Plan, the parties agree to reopen negotiations on health and life insurance for the sole purpose of reviewing the continued participation by employees covered by this Agreement.

ARTICLE XXIII

WAGES

Section 1. Pursuant to the terms set forth in Article XXIII, Section 4, effective January 1, 2005 pay rates for bargaining unit employees shall be increased 2%.

Effective July 1, 2005, pay rates for all bargaining unit employees shall be increased 2%.

Pursuant to the terms set forth in Article XXIII, Section 4, effective January 1, 2006 pay rates for bargaining unit employees shall be increased 3%.

Effective July 1, 2006, pay rates for all bargaining unit employees shall be increased 3%.

Effective January 1, 2007, pay rates for all bargaining unit employees shall be increased 1%.

Effective July 1, 2007, pay rates for all bargaining unit employees shall be increased 3%.

Effective January 1, 2008, pay rates for all bargaining unit employees shall be increased 3%.

The wage provisions provided for in this article shall be pro-rated for permanent part-time employees.

Effective January 1, 2005, January 1, 2006, January 1, 2007, and January 1, 2008 employees covered by this agreement shall receive a 3% increase if the employee has been in the title for 5 years or more and is below the mid-range of pay.

Effective July 1, 2004, the salaries for the following titles shall each be upgraded one pay grade:

Chemist I
Chemist II

Section 2. Shift Differential

Employees shall be paid a shift differential of 45 cents per hour in addition to their base salary for that day provided that they are scheduled to work and they work half or more of such work hours before 7 a.m. or after 3 p.m.

The regular base rate of pay shall apply for liquidation of any benefit time, including holidays.

Effective July 1, 2001, employees shall be paid a shift differential of 50 cents per hour based on the above criteria.

Effective July 1, 2002, employees shall be paid a shift differential of 55 cents per hour based on the above criteria.

Effective July 1, 2003, employees shall be paid a shift differential of 60 cents per hour based on the above criteria.

Section 3. Temporary Assignment

Employees temporarily assigned by the Employer to perform the duties that distinguish a higher classification for a period of ten working days or more shall receive a 3% salary adjustment for all time assigned to such position. Such assignments shall be at the discretion of the Employer and shall be communicated to the Employee in writing. The assignment shall not be for more than 120 days in duration.

Section 4. Pension Contribution

Effective January 1, 2005, employees shall make half the employee contribution to the

appropriate Retirement System in an amount equal to the coordinated rate (2% for covered employees).

Effective January 1, 2006, employees shall make the employee contribution to the appropriate Retirement System in an amount equal to the coordinated rate (4% for covered employees).

The employee contributions shall be treated for all purposes in the same manner and to the same extent as employee contributions made prior to January 1, 1992, consistent with Article XIV of the Illinois Pension Code.

Effective with retirements on or after January 1, 2001, all bargaining unit members covered by State Employees Retirement System (SERS) will receive the following change to pension benefits:

Employees on the SERS standard formula can retire based upon their actual years of service, without penalty for retiring under age 60, when their age and years of service add up to 85 (in increments of not less than one month). Employees eligible to retire under this "Rule of 85" will be entitled to the same annual adjustment provisions as those employees currently eligible to retire below age 60 with 35 or more years of service.

Section 5. Effective July 1, 2004 all paychecks for new hires will be delivered via direct deposit. Employees currently on direct deposit will remain. All other paychecks will be delivered via mail to the address of record.

ARTICLE XXIV

TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of July 1, 2004 and shall remain in full force and effect from said date until midnight June 30, 2008, and either party may notify the other in writing at least sixty (60) days prior to June 30, 2008, of their desire to amend or terminate it. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, _____.

UNION

STATE OF ILLINOIS
DEPARTMENT OF CENTRAL
MANAGEMENT SERVICES

DEPARTMENT OF
TRANSPORTATION

BARGAINING
COMMITTEE: _____

DEPARTMENT OF
NATURAL RESOURCES

APPENDIX A

1. Technical Employees Covered

Full-time and permanent part-time employees occupying the following classifications comprise the General Teamsters Professional/Technical Bargaining Unit.

Aircraft Technician I

Cartographer I

Cartographer II

Cartographer III*

Landscape Architect I°

Landscape Architect II°

Landscape Architect III°

Land Surveyor I

Land Surveyor II

Land Surveyor III*

Line Technician I°

Line Technician II°

Chemist I°

Chemist II°

Chemist III°

Management Technician I°

Management Technician II°

Management Technician III°

Operations Comm. Spec.

Operations Comm. Spec I°

Operations Comm. Spec. II°

Civil Engineer Trainee

Civil Engineer I

Civil Engineer II

Civil Engineer III*

Photogrammetrist I°

Photogrammetrist II°

Photogrammetrist III°

Electrical Engineer I°

Realty Specialist I°

Electrical Engineer II°

Realty Specialist II°

Electrical Engineer III°

Realty Specialist III°

Engineering Aide I°

Technical Advisor I°

Technical Advisor II°

Engineering Technician I

Technical Advisor III°

Engineering Technician II

Engineering Technician III

Technical Manager I

Engineering Technician IV*

Technical Manager II

Technical Manager III

Geologist I°

Urban Planner I°

Geologist II°

Urban Planner II°

Geologist III°*

Urban Planner III°

* Non-Supervisory Positions Only

° Department of Transportation Positions Only

SIDE LETTER
Inclusion/Exclusion

The process enumerated herein exists to allow the Employer and the union to come to an agreement on changes in the excluded or included status of existing permanent positions, either filled or vacant, within titles covered by the bargaining unit. The parties recognize the history of the agreement reached at the time of the development of these split classifications.

1. If the Employer intends to exclude a position from the Bargaining Unit, or the Union seeks to include a previously excluded position in the Bargaining Unit, the moving party will notify the other party via fax or mail of its intent. Notification to the Employer should be sent to the Central Bureau of Personnel, 2300 S. Dirksen Parkway, Room 113, Springfield, Illinois. The Employer/Union will provide the information to the other party such as the reason for the inclusion/exclusion, the position number, the incumbent (if applicable), the job description, title, location, or any other documentation deemed relevant by the parties. The Employer/Union will respond in writing as to its position regarding the information with twenty (20) working days.
2. If the parties reach an agreement regarding the inclusion or exclusion of a position, the employer will include/exclude the employee within thirty (30) days of the above agreement.

For Teamsters Local #916

For State of Illinois

Date

Date

RECOGNITION - Side Letter

The Union recognizes that the change in language contained in Article I, Section 2, during the negotiations held on May 7, 1985, does not alter the bargaining history nor the employer's position as reflected in Article I, Section 2, of the collective bargaining agreement signed by the parties on December 17, 1983.

For Teamsters Local #916

For State of Illinois

Date

Date

STAND-BY - Side Letter

In the Division of Aeronautics only, employees who are required by the Employer to be on stand-by shall receive four hours of straight time compensation for each full 24 hours of stand-by.

For Teamsters Local #916

For State of Illinois

Date

Date